

**CONSULTING AGREEMENT BETWEEN SHERIFF AND ERICKS CONSULTANT, INC.
OCTOBER 2018 TO OCTOBER 2019**

This Agreement for services is entered into and effective, October 17, 2018 by and between Dennis M. Lemma, as Sheriff of Seminole County, Florida ("SHERIFF") located at 100 Eslinger Way, Sanford, Florida 32773 and Ericks Consultants, Inc. ("CONSULTANT"), located 205 South Adams Street, Tallahassee, Florida 32301.

WHEREAS, **SHERIFF** has need of governmental and legislative consulting services; and

WHEREAS, **CONSULTANT**, a Florida Corporation, shall assist **SHERIFF** with its governmental and legislative consulting services.

NOW THEREFORE, in consideration of the conditions and mutual covenants hereinafter contained, the parties hereto agree as follows:

1. Recitals. The above recitals are true and correct and incorporated as part of this Agreement.
2. Services. **CONSULTANT** is hereby retained as an independent contractor to **SHERIFF**, to assist **SHERIFF** with governmental and legislative consulting services before the Executive Branch of Florida government and the Florida Legislature. These services include but are not limited to meeting with Florida House and Senate members for bill sponsorship and support on matters of interest to the Sheriff and bills specifically sought by the Sheriff, weekly written status reports/ updates and conference phone call updates as agreed to by the parties. More specifically, ERICKS shall work closely with the Sheriff and staff and shall provide, at a minimum, the following services:
 - a. Develop an overall strategy to ensure issues of concern are addressed to the Sheriff's satisfaction.
 - b. Develop the Sheriff's legislative priorities that can be addressed at the state level. Provide written material for each request, including appropriations requests to provide to state staff.
 - c. Develop and implement a strategy for the support, opposition, or amendment of pending legislation by tracking legislation regularly.
 - d. Work with the Florida delegation (Executive Branch and administrative offices, Florida Senate and House of Representatives) to educate them about the Sheriff.
 - e. Monitor and review on a continuing basis all existing and proposed state policies and state budget process and report to the Sheriff, both orally and in writing, any legislative events that may directly or indirectly impact the Sheriff.
 - f. Provide relevant legislative expertise and consulting services.
 - g. Appear and testify before state agency hearings, rule-making proceedings, and other administrative agency or legislative meetings, as required, to promote, oppose, and seek passage of legislation affecting the Sheriff. Attend meetings as necessary.
 - h. Draft letters to state officials regarding issues of interest and concern to the Sheriff, thank you letters after meetings, and letters of appreciation for support, when applicable.
 - i. A written report that summarizes the status of the Sheriff's legislative priorities, specific legislation and new requirements affecting the Sheriff shall be provided within a reasonable time period, not to exceed thirty days from the close of session.

- j. A written summary submitted at the end of each week detailing any legislative action taken during the week, the status of pending legislative issues, the anticipated action during the upcoming week, and a suggested plan of action that the Sheriff may implement.
 - k. Personal briefings with the Sheriff as appropriate.
3. SHERIFF'S Representative. The **SHERIFF'S** representative for purposes of this Agreement is Chief Lisa Spriggs, Executive Director of Administration.
4. Term. The term of this Agreement shall commence on October 17, 2018 and shall remain in force until October 17, 2019. The **CONSULTANT** shall send a renewal Agreement for the next annual period to the **SHERIFF'S** representative thirty (30) days prior to the expiration of this term.
5. Expenses. **SHERIFF** shall reimburse **CONSULTANT** for pre-approved costs and expenses incurred by **CONSULTANT** during the term of this Agreement. Costs shall be pre-approved in writing.
6. Compensation. In consideration for this Agreement, **SHERIFF** shall pay **CONSULTANT** a retainer fee of Thirty Six Thousand Dollars (\$36,000) subject to the following stipulations:
- a. **SHERIFF** shall pay **CONSULTANT** a fee of \$3,000 per month;
 - b. Fees shall be paid to **CONSULTANT** by the 15th day of each month;
 - c. All payments shall be made payable to Ericks Consultants, Inc. and mailed to 205 South Adams Street, Tallahassee, FL 32301.
 - d. **CONSULTANT** will send invoices to the following address:

Seminole County Sheriff's Office
Attn: Financial Services
100 Eslinger way
Sanford, FL., 32773
Attention: Ericks Consultant Agreement
7. Relationship of Parties.
- a. **CONSULTANT** and **SHERIFF**, their agents, representatives, and employees shall, under no circumstances, be deemed partners, joint venturers, agents, employees or representatives of the other. In performing Services under this Agreement, **CONSULTANT** shall operate as and have the status of an independent contractor and shall not act as or be an agent or employee of **SHERIFF**. All of **CONSULTANT'S** activities shall be at its own risk and **CONSULTANT** shall not be entitled to Workers' Compensation or similar benefits or other insurance protection provided by **SHERIFF**.
 - b. As an independent contractor, **CONSULTANT** shall be solely responsible for determining the means and methods for performing Services.
 - c. **SHERIFF** agrees that **CONSULTANT** assumes no liability to **SHERIFF** or any third party with respect to the performance or the action or inaction of **SHERIFF**. **CONSULTANT** agrees that **SHERIFF** assumes no liability to any third party with respect to the performance or the action or inaction of **CONSULTANT**.

8. Reporting / Points of Contact

The **SHERIFF'S** representative shall provide the **CONSULTANT** with a listing of applicable points of contact including name, contact number and email address for purposes of distributing legislative reports, updates and other pertinent information pertaining to the **CONSULTANT'S** responsibilities to the **SHERIFF** under the terms of this Agreement. For purposes of this Agreement, unless otherwise designated, the **SHERIFF'S** point of contact for purposes of this section is:

Mary Ann Klein, General Counsel
Seminole County Sheriff's Office
100 Eslinger Way
Sanford, FL. 32773
(407) 665-6672
maklein@Seminolsheriff.org

9. Enforceability. Any provision of this Agreement prohibited by law or by court decree in any locality or state shall be ineffective to the extent of such prohibition without in any way invalidating or affecting the remaining provisions of this Agreement as if the provision or part declared void or invalid had never been incorporated in the Agreement and the remainder of the Agreement shall continue to bind all parties.
10. Notice. For purposes of serving written notice herein, the respective addresses of the parties, unless changed by notice in writing, shall be as noted in the first paragraph of this Agreement. Any notice required or desired hereunder shall be deemed given upon receipt.
11. Lobbying Laws. **SHERIFF** and **CONSULTANT** acknowledge that **CONSULTANT** shall comply with all Lobbying laws and requirements
12. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida.
13. Employees of Consultant.

CONSULTANT may engage employees at its discretion and is responsible for all such employees.

14. Compliance with Laws.

- a. **CONSULTANT** shall comply with the requirements of the Americans with Disabilities Act (ADA), and any and all related Federal or State laws, which prohibits discrimination by public and private entities on the basis of disability.
- b. The **SHERIFF** will not intentionally award publicly-funded contracts to any **CONSULTANT** who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the Immigration and Nationality Act (INA)]. The **SHERIFF** shall consider the employment by the **CONSULTANT** of unauthorized aliens, a violation of Section 274A (e) of the INA. Such violation by the **CONSULTANT** of the employment provisions contained in Section 274A (e) of the INA shall be grounds for termination of this Agreement.

- c. **CONSULTANT** shall ensure that all services are provided to the **SHERIFF** after the **CONSULTANT** has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents.
- d. **CONSULTANT** shall advise the **SHERIFF** in writing if it has been placed on a discriminatory vendor list, may not submit a bid on a contract to provide goods or services to a public entity, or may not transact business with any public entity.
- e. **CONSULTANT** shall not knowingly engage in any action that would create a conflict of interest in the performance of that actions of any **SHERIFF** employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

15. Compliance with Florida Public Records Laws.

- a. For the purposes of this Agreement, **CONSULTANT** shall be deemed a "Contractor" and the Seminole County Sheriff's Office deemed a "Public Agency" as those terms are defined in Section 119.0701, Fla. Stat. (2017). As a material condition of this Agreement, Contractor is required to comply with the public records laws of Florida as it relates to those services rendered to the public agency. As part of this obligation, Contractor agrees that it will;
- b. Keep and maintain public records required by the public agency to perform the service.
- c. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by Florida law.
- d. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- e. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

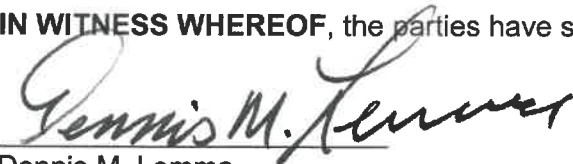
IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CUSTODIAN OF RECORDS
Seminole County Sheriff's Office
100 Eslinger Way
Sanford FL 32773
(407) 665-6694
recordsrequest@seminolesheriff.org

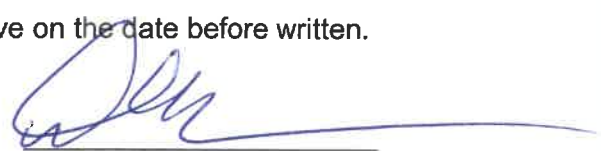
CONSULTANT agrees to provide notice to **SHERIFF** of any request to inspect public records within two (2) days of receiving any such request, and further agrees to assert any and all applicable exemptions to any public records requests which may be received relating to SHERIFF's data, specifically including, but not limited to any exemptions under Florida Statutes Section 119.071(5), relating to other personal information.

16. Jurisdiction and Venue. Jurisdiction and venue shall lie in Seminole County, Florida for any dispute which arises out of this Agreement.
17. Waiver. Failure to enforce any provision hereof shall not constitute a waiver of a party's right thereafter to enforce each and every such provision or any other provision.
18. Best Efforts. **CONSULTANT** shall use his best efforts in carrying out the responsibilities set forth in this agreement, but does not guarantee any outcome relating to such services.
19. Attorneys' Fees. The prevailing party in any dispute shall be entitled to recover all costs and expenses, including attorneys' fees, including fees for trial and appellate courts.
20. Caption and Numbers. The captions and numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such numbers, nor in any way affect this Agreement. Any pronouns or words shall refer to masculine, feminine or neuter, singular or plural, as the context requires.
21. Assignment. This Agreement is not assignable and shall be binding upon the parties thereto.
22. Extension. This Agreement may be extended by mutual agreement of the parties.
23. Authority. The individuals signing below represent and warrant that they have the authority to bind their respective company/agency to this Agreement.

IN WITNESS WHEREOF, the parties have set their seals effective on the date before written.



Dennis M. Lemma
Sheriff, Seminole County
100 Eslinger Way
Sanford, Florida 32773
dlemma@seminolesheiff.org



David L. Ericks
Ericks Consultants, Inc.
205 South Adams Street
850-224-0880
dave@ericksconsultants.com



Witness Print



Witness Print



Witness Signature



Witness Signature